

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

YELLOW CORPORATION, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-11069 (CTG)  
(Jointly Administered)

Re: Docket No. 968

**CROWN ENTERPRISES, INC.'S, CROWN ENTERPRISES, LLC'S, AND DAUNTLESS  
ULC'S (A/K/A CROWN ENTERPRISES) OBJECTION TO NOTICE OF POTENTIAL  
ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS OR  
LEASES ASSOCIATED WITH THE NON-ROLLING STOCK ASSETS**

Crown Enterprises, Inc., Crown Enterprises, LLC, and Dauntless ULC (A/K/A Crown Enterprises) (collectively, "Crown Enterprises"), through counsel, for their Objection to *Notice Of Potential Assumption And Assignment Of Certain Contracts Or Leases Associated With The Non-Rolling Stock Assets* ("Cure Notice") [ECF No. 968] state:

1. Crown Enterprises and Debtors are parties to three lease terminal agreements: (i) 200 Cayuga Avenue, Altoona, PA 16602 between Crown Enterprises, Inc. and Debtor New Penn Motor Express LLC; (ii) 70 Graham Street, McKees Rocks, PA 15136 between Crown Enterprises, LLC and Debtor YRC, Inc.; and (iii) 6130 Netherhart Road, Mississauga, ON, Canada L5T 1B7 between Dauntless ULC (a/k/a Crown Enterprises) and Debtor YRC Freight Canada Company.

2. The cure costs identified by Debtors regarding the McKees Rocks, PA and Mississauga, ON, Canada locations are understated. Regarding McKees Rocks, PA, Debtors

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<sup>1</sup>A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/YellowCorporation>. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

identify a cure amount of \$49,036, while the correct cure amount is \$156,555.75 (\$145,623.76 pre-petition and \$10,931.99 post-petition). Regarding Mississauga, ON, Canada, Debtors identify a cure amount of \$225,750, while the correct cure amount is \$627,112.21 (\$194,565.10 pre-petition and \$432,547.11 post-petition). Crown Enterprises does not object to the stated cure amounts regarding the Altoona, PA location.

3. Regarding adequate assurance of future performance, Crown Enterprises understands that the auction deadline associated with Non-Rolling Stock Assets will not occur until after the cure objection deadline and that the deadline to assert adequate assurance objections is December 8, 2023. Crown Enterprises therefore reserves the right to file an adequate assurance objection, if necessary.

### **OBJECTION**

4. Section 365(b) of the Bankruptcy Code requires a debtor to fully cure all defaults existing at the time of assumption before assuming an executory contract and to provide adequate assurance of future performance under the contract. *See* 11 U.S.C. §365(b)(1); *In re DBSI, Inc.*, 405 B.R. 698, 704 (Bankr. D. Del. 2009) (“Pursuant to 11 U.S.C. § 365(b)(1), if there has been a default under an unexpired lease of a debtor and the debtor wants to assume and assign the lease, the debtor must: (A) cure the default, or provide adequate assurance that it will promptly cure the default; (B) compensate, or provide adequate assurance the it will promptly compensate, the non-debtor party to the lease for any actual pecuniary loss resulting from the debtor's default; and (C) provide adequate assurance of future performance under the lease. The purpose of § 365(b)(1) is ‘to restore the ‘debtor-creditor relationship . . . to pre-default conditions,’ bringing the [loan] back into compliance with its terms.”) (citations omitted). Cure

includes both pre-petition and post-petition defaults. *See In re Burger Boys*, 94 F.3d 755, 763 (2d Cir. 1996).

5. As discussed above, the cure amounts regarding the McKees Rocks, PA and Mississauga, ON, Canada locations are understated. McKees Rocks, PA should be \$156,555.75 and Mississauga, ON, Canada should be \$627,112.21.

6. Crown Enterprises reserves the right to amend, supplement, or otherwise modify this Objection, to file and prosecute an adequate assurance objection, and to raise further objections to the assumption and assignment or cure amounts with respect to any contract between Debtors and Crown Enterprises.

WHEREFORE, Crown Enterprises requests that the Court sustain this Objection and grant Crown Enterprises such additional relief that is just and equitable.

Dated: November 9, 2023

**CROSS & SIMON, LLC**

/s/ Kevin S. Mann

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